

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA**  
Richmond Division

IN RE:	)	
	)	
PAMELA SUE HILL	)	Case No. 18-34358-KRH
	)	Chapter 13
Debtor	)	

**MOTION TO APPROVE LOAN MODIFICATION**

COMES NOW, the Debtor, by counsel, and as and for Debtor's Motion to Approve Loan Modification, states as follows:

1. The Debtor filed this case under Chapter 13 of the U.S. Bankruptcy Code on August 27, 2018.
2. Carrington Mortgage Services, LLC. is a secured creditor of the Debtor which holds a promissory note from the Debtor ("Note") secured by a first deed of trust on the Debtor's real property known as 10956 Richmond Tappahannock Hwy, Saint Stephens Church, VA.
3. The Debtor has applied for and Carrington Mortgage Services, LLC. has approved a modification of the Note reducing the Debtor's monthly payment of principal, interest and escrow on the Note from \$585.71 to \$517.86, reducing the interest rate from 8.22% to 3.75%, increasing the unpaid principal balance from \$65,711.62 to \$83,914.74, maintaining the maturity date of May 1, 2041, and incorporating prepetition arrearages of \$19,723.11 into the new loan balance. A Summary of Proposed Loan Modification is attached hereto and a copy of

James E. Kane (VSB #30081)  
KANE & PAPA, P.C.  
1313 East Cary Street  
Richmond, VA 23219  
(804) 225-9500 (phone)  
(804) 225-9598 (fax)  
*Counsel for Debtor*

the Loan Modification is attached hereto as Exhibit A and is incorporated herein by this reference.

4. The forgoing modification is in the best interest of the Debtor and will facilitate the Debtor's ability to perform under the Chapter 13 Plan filed herein.

WHEREFORE, the Debtor requests that the Court enter an Order approving the modification of the terms of the Note as stated herein and for such other relief as the Court may deem appropriate.

PAMELA SUE HILL

By: /s/ James E. Kane  
Counsel

James E. Kane (VSB #30081)  
KANE & PAPA, P.C.  
1313 East Cary Street  
Richmond, VA 23219  
(804) 225-9500 (phone)  
(804) 225-9598 (fax)  
*Counsel for Debtor*

**CERTIFICATE OF SERVICE**

I hereby certify that on December 5, 2019, I will electronically file the foregoing with the Clerk of Court using the CM/ECF system, which will then send a notification of such filing (NEF) to all counsel of record who have signed up to receive such notification and by first class mail to all parties on the attached list.

/s/ James E. Kane  
James E. Kane

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA**  
Richmond Division

IN RE:	)	
	)	
PAMELA SUE HILL	)	Case No. 18-34358-KRH
	)	Chapter 13
Debtor	)	

**NOTICE OF MOTION AND HEARING**

The above Debtor has filed Motion to Approve Loan Modification in the above matter.

Your rights may be affected. You should read these papers carefully and discuss them with your attorney, if you have one in this bankruptcy case. (If you do not have an attorney, you may wish to consult one.)

If you do not want the court to grant the relief sought in the motion, or if you want the court to consider your views on the motion, then, within twenty-one (21) days from the date of this Notice you or your attorney must:

- File with the court, at the address shown below, a written request for a hearing [or written response pursuant to Local Bankruptcy Rule 9013-1(H)]. If you mail your request for a hearing (or response) to the court for filing, you must mail it early enough so the court will receive it on or before the date stated above, to:

Clerk of Court  
United States Bankruptcy Court  
701 East Broad Street  
Richmond, VA 23219

You must also mail a copy to:

James E. Kane, Esquire  
Kane & Papa, P.C.  
1313 East Cary Street  
Richmond, Virginia 23219

- Attend a hearing scheduled for **January 15, 2020 at 12:00 p.m. at United States Bankruptcy Court, 701 East Broad Street, Room 5000, Richmond, VA 23219.** If no timely response has been filed opposing the relief requested, the court may grant the relief without holding a hearing.

If you or your attorney do not take these steps, the court may decide that you do not oppose the relief sought in the motion or objection and may enter an order granting that relief.

Dated: December 5, 2019

PAMELA SUE HILL

By: /s/ James E. Kane

Counsel

James E. Kane (VSB #30081)  
KANE & PAPA, P.C.  
1313 East Cary Street  
Richmond, VA 23219  
(804) 225-9500 (phone)  
(804) 225-9598 (fax)  
*Counsel for Debtor*

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/s/ James E. Kane

James E. Kane

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA**  
Richmond Division

IN RE:	)	
	)	
PAMELA SUE HILL	)	Case No. 18-34358-KRH
	)	Chapter 13
Debtor	)	

**Summary of Proposed Loan Modification**

	<u>Original Loan</u>	<u>Modified Loan</u>
Principal Amount	\$65,711.62	\$83,914.74
Interest Rate	8.22%	3.75%
Term or Maturity Date	May 1, 2041	May 1, 2041
Monthly Payment	\$585.71	\$517.86

  X   2. The Modified loan includes future payment changes or balloon payments. The terms of anysuch payment changes or balloon payments are: A final balloon payment of \$10,736.41 shall become due and payable on 05/01/2041

       3. The modification results in a higher monthly payment. The source of the funds used to make that payment are: \_\_\_\_\_

  X   4. The modification results in a lower monthly payment. Choose one of the following:

       a. The amount of future plan payments will be increased.

  X   b. The amount of future plan payments will not be increased.

Label Matrix for local noticing  
0422-3  
Case 18-34358-KRH  
Eastern District of Virginia  
Richmond  
Thu Dec 5 09:08:26 EST 2019

Wilmington Savings Fund Society, FSB, as trustee  
1600 South Douglass Road  
Suite 200-A  
Anaheim, CA 92806-5948

United States Bankruptcy Court  
701 East Broad Street  
Richmond, VA 23219-1888

Atkins Petroleum/Propane  
P.O. Box 697  
Tappahannock, VA 22560-0697

Bon Secours  
PO Box 1123  
Minneapolis MN 55440-1123

Bon Secours Health System  
c/oSpinella, Owings & Shaia, P  
8550 Mayland Drive  
Richmond, VA 23294-4704

Capital One, N.A.  
c/o Becket and Lee LLP  
PO Box 3001  
Malvern PA 19355-0701

Carrington Mortgage Services  
Attn: Bankruptcy  
Po Box 3730  
Anaheim, CA 92803-3730

Comenity Bank  
c/o Midland Funding  
2365 Northside Dr Ste 300  
San Diego, CA 92108-2709

Ditech  
Attn: Bankruptcy  
Po Box 6172  
Rapid City, SD 57709-6172

Emr-Memorial Regional Medical  
c/o United Consumers Inc  
Po Box 4466  
Woodbridge, VA 22194-4466

Henrico Doctors Hospital  
Resurgent Capital Services  
PO Box 1927  
Greenville, SC 29602-1927

Julia Jeter  
218 Pine Valley Road  
Tappahannock, VA 22560-5599

King and Queen County  
King and Queen Treasurer  
PO Box 98  
King and Queen CH, VA 23085-0098

King and Queen County  
Office of Treasurer  
PO Box 98  
King and Queen Court House, VA 23085-0098

King and Queen County  
Office of Treasurer  
PO Box 98  
King and Queen Court, VA 23085-0098

Kohls/Capital One  
Kohls Credit  
Po Box 3120  
Milwaukee, WI 53201-3120

Midland Funding LLC  
PO Box 2011  
Warren, MI 48090-2011

OrthoVirginia  
c/o Gilliam Law Group  
PO Box 845  
Chesterfield, VA 23832-0012

OrthoVirginia, Inc.  
c/o D. Kent Gilliam, PC  
7821 Ironbridge Road  
Richmond, VA 23237-2240

Patient First  
c/o Receivable Management Inc  
7206 Hull Rd Ste 211  
Richmond, VA 23235-0000

Peninsula Pathology Associates  
5700 Southwycl Blvd  
Toledo, OH 43614-1509

(p)PORTFOLIO RECOVERY ASSOCIATES LLC  
PO BOX 41067  
NORFOLK VA 23541-1067

Real Time Resolutions, Inc.  
1349 Empire Central Drive, Suite #1  
Dallas, Texas 75247-4029

Receivables Performance Mgmt.  
PO Box 1548  
Lynnwood, WA 98046-1548

Rosenberg & Associates  
7910 Woodmont Avenue  
Suite 750  
Bethesda, MD 20814-7071

Synchrony Bank  
c/o Portfolio Recovery  
Po Box 41021  
Norfolk, VA 23541-1021

Verizon  
by American InfoSource as agent  
4515 N Santa Fe Ave  
Oklahoma City, OK 73118-7901

Verizon Wireless  
Attn: Bankruptcy Admin  
500 Technology Dr, Ste 550  
Weldon Spring, MO 63304-2225

Visa/Macy's  
Attn: Bankruptcy  
Po Box 8053  
Mason, OH 45040-8053

Wells Fargo Bank N.A., d/b/a Wells Fargo Aut  
PO Box 130000  
Raleigh NC 27605-1000

Wells Fargo Bank N.A., d/b/a Wells Fargo Aut  
PO Box 130000 Raleigh, NC 27605

Wells Fargo Dealer Services  
Attn: Bankruptcy  
Po Box 19657  
Irvine, CA 92623-9657

West End Oethopaedic  
c/o Gilliam Law Group  
7821 Iron Bridge Road  
Richmond, VA 23237-2240

Wilmington Savings Fund Society, FSB  
1600 South Douglass Road  
Suite 200-A  
Anaheim, CA 92806-5948

Wilmington Savings Fund Society, FSB  
Carrington Mortgage Services, LLC  
1600 South Douglass Road  
Anaheim, CA 92806-5948

Carl M. Bates  
P. O. Box 1819  
Richmond, VA 23218-1819

James E. Kane  
Kane & Papa, PC  
1313 East Cary Street  
P.O. Box 508  
Richmond, VA 23218-0508

John P. Fitzgerald, III  
Office of the US Trustee - Region 4 -R  
701 E. Broad Street, Ste. 4304  
Richmond, VA 23219-1849

Pamela Sue Hill  
10956 Richmond Tappahannock Hwy  
Saint Stephens Churc, VA 23148-2041

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified  
by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g) (4).

Portfolio Recovery Associates, LLC  
POB 41067  
Norfolk VA 23541

End of Label Matrix	
Mailable recipients	39
Bypassed recipients	0
Total	39

**CARRINGTON**

MORTGAGE SERVICES, LLC

P.O. Box 3010 | Anaheim, CA 92803

Loan Number: 7000197989

Notice Date: 10/28/2019

**Final Loan Modification Agreement**

**Mortgagor Name(s)**

PAMELA SUE HILL

10956 RICHMOND TAPPAHANNOCK HWY

SAINT STEPHENS CHURCH VA 23148

**Property Address:**

10956 RICHMOND TAPPAHANNOCK HW

SAINT STEPHENS CHURCH VA 23148

Dear Mortgagor(s):

Carrington Mortgage Services, LLC, as servicer and authorized agent of WILMINGTON SAVINGS FUND SOCIETY, FSB, AS TRUSTEE OF STANWICH MORTGAGE LOAN TRUST A (the "Lender"), is offering you this Loan Modification Agreement ("Agreement"), dated 10/28/19, which modifies the term of your existing mortgage loan as described in detail below.

**I. DEFINITIONS**

**"Mortgage"** shall mean the mortgage, deed of trust, security deed or other security instrument encumbering the Property and corresponding to the above CMS Loan Number and recorded in the public records of KING AND QUEEN County.

**"Note"** shall mean the note or other instrument of the same date and secured by the Mortgage.

**"Property"** shall mean the real and personal property described in the Mortgage and located at:

10956 RICHMOND TAPPAHANNOCK HW

SAINT STEPHENS CHURCH VA 23148

**"Balloon Payment"** shall mean a final payment of the aggregate total amount of the current and any prior deferred non-interest bearing principal balance plus the then-outstanding interest bearing principal balance plus all earned interest remaining unpaid and due on the earlier of (i.) the date you sell the property securing the Mortgage, (ii.) the date you refinance the loan, (iii.) the date the loan is paid in full, or (iv.) the Maturity Date

**"Deferment"** shall mean any portion of the unpaid principal balance of the Note and Security Instrument that has been deferred, interest free, and shall only become payable on the earlier of (i.) the date you sell the property securing the Mortgage, (ii.) the date you refinance the loan, (iii.) the date the loan is paid in full, or (iv.) the Maturity Date.

**"Write Off"**, as referenced in this agreement, includes any of the following (i.) unpaid and deferred interest, (ii.) deferred principal, (iii.) escrow advances, (iv.) administrative fees, (v.) unpaid late fees, or other costs that have been forgiven and waived from your account and shall not be subject to any collection efforts by CMS.





P.O. Box 3010 | Anaheim, CA 92803

Loan Number: 7000197989

Notice Date: 10/28/2019

## **Final Loan Modification Agreement**

### **II. TERMS AND CONDITIONS**

If your representations and covenants in Section 1 continue to be true in all material respects, then this Loan Modification Agreement ("Agreement") will, as set forth in Section III, amend and supplement (i.) the Mortgage on the Property, and (ii.) the Note secured by the Mortgage. The Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Agreement and not defined have the meaning given to them in Loan Documents.

This Agreement will not take effect unless the preconditions set forth in Section 2 have been satisfied.

**1. Representations and Covenants.** You certify, represent to Lender, covenant and agree:

- A. You are experiencing a financial hardship, and as a result, (i.) you are in default under the Loan Documents or default is imminent, and (ii.) you do not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments now or in the near future;
- B. At least one of the borrowers signing this Agreement lives in the Property as a principal residence, and the Property has not been condemned;
- C. There has been no impermissible change in the ownership of the Property since you signed the Loan Documents. A permissible change would be any transfer that the Lender is required by law to allow, such as a transfer to add or remove a family member, spouse or domestic partner of the undersigned in the event of a death, divorce or marriage;
- D. You have provided documentation for all income that your household receives;
- E. Under penalty of perjury, all documents and information you have provided to the Lender in connection with this Agreement, including the documents and information regarding your eligibility for the Program, are true and correct;

**2. Acknowledgements and Preconditions to Modification.** You understand and acknowledge that:

- A. If prior to the Modification Effective Date as set forth in Section III, the Lender determines that any of the representations in Section 1 are no longer true and correct or any covenant in Section 1 has not been performed, the Loan Documents will not be modified and this Agreement will terminate. In that event, the Lender will have all of the rights and remedies provided by the Loan Documents.
- B. The Loan Documents will not be modified unless (i.) The Lender receives an executed copy of this Agreement bearing your signature, on or prior to the last business day of the same month in which the Effective Date falls and (ii.) the Modification Effective Date (as defined in Section III) has occurred. You further understand and agree that the Lender will not be obligated or bound to make any modification of the Loan Documents if you fail to meet any one of the requirements under this Agreement.
- C. You agree that failure to pay the initial payment due on **12/01/2019** (the "First Payment Due Date") shall be considered a breach of this Agreement and this Agreement will terminate. The Lender shall immediately resume any pending foreclosure action or proceeding. A new notice of default, notice of intent to accelerate, notice of acceleration, or similar notice will not be necessary to continue the foreclosure action ("Foreclosure Notices"). You waive any and all rights to receive such Foreclosure Notices to the extent permitted by applicable law.
- D. You have been advised to discuss the ramifications of this Agreement with your attorney and/or tax/financial advisor if any of the following (i.) unpaid and deferred interest, (ii.) deferred principal, (iii.) escrow advances, (iv.) administrative fees, (v.) unpaid late fees, or other costs have been forgiven and waived from the account and shall not be subject to any collection efforts by CMS.

**CARRINGTON**

MORTGAGE SERVICES, LLC

M15510 #2800

P.O. Box 3010 | Anaheim, CA 92803

**Final Loan Modification Agreement****III. MODIFICATION TERMS**

If your representations and covenants in Section II.1 continue to be true in all material respects and all preconditions to the modification set forth in Section II.2 have been met, the Loan Documents will automatically become modified on **11/01/2019** (the "Modification Effective Date"). You agree to and understand the following:

- A. The Maturity Date of your modified loan is **05/01/2041**.
- B. The new interest bearing principal balance of your loan is **\$83,914.74** ("Modified Balance").
- C. Interest at the rate of **3.75000%** will begin to accrue on your loan as of **11/01/2019**.
- D. The new total monthly payment including principal, interest, property taxes, hazard insurance, and any other applicable escrow items is **\$517.86** and is due on **12/01/2019**.
- E. Unpaid amounts totaling **\$19,723.11** were added to your modified principal balance which included unpaid and deferred interest, fees, escrow advances and other costs, but excluding unpaid late charges, less any amounts paid to the Lender but not previously credited to your Loan.
- F. **\$0.00** of your unpaid principal balance has been deferred ("New Deferment"). The New Deferred Principal Balance remains non-interest bearing and shall become due and payable as a Balloon Payment on the earlier of: (i.) the date you sell the property securing the Mortgage, (ii.) the date you refinance the loan, (iii.) the date the entire loan is paid in full, or (iv.) the Maturity Date.
- G. If your loan was previously modified and the terms of such modification included a prior deferment of non-interest bearing unpaid principal balance, the prior non-interest bearing deferred unpaid principal balance is taken into consideration when calculating the new modified interest bearing principal balance. Our records indicate that you had a prior deferment of non-interest bearing unpaid principal balance in the amount of **\$1,519.99** ("Prior Deferment(s)").
- H. **\$0.00** will be written off which constitutes a forgiveness of debt and you will not be required to repay this amount.

CURRENT LOAN TERMS	
Interest Rate	8.22000
P&I Payment	\$515.00
Escrow Payment	\$70.71
Total Monthly Payment	\$585.71
Contractual Due Date	10/12/17

Principal Balance	\$64,191.63
**Prior Deferred Principal Balance	\$1,519.99
Total Principal Balance	\$65,711.62

MODIFIED LOAN TERMS	
Interest Rate	3.75000
P&I Payment	\$447.15
*Escrow Payment	\$70.71
Total Monthly Payment	\$517.86
1st Payment Due Date	12/01/19
Unpaid Amounts	\$19,723.11
Modified Balance	\$83,914.74
New Deferred Principal Balance	\$0.00
New Principal Balance	\$83,914.74
Balloon Payment	\$10,736.41

\*Escrow payments may be adjusted periodically in accordance with applicable law and therefore your total monthly payment may change accordingly. If you did not have an escrow account before, the timing of your tax and insurance bills may require that you make a payment to cover any such bills when they come due. This is known as an escrow shortage and can either be paid in a lump sum in the amount of **\$0.00** when the loan is modified or over the next 60-months in the amount of **\$0.00** per month which has already been included in the above Escrow Payment amount.



P.O. Box 3010 | Anaheim, CA 92803

Loan Number: 7000197989

Notice Date: 10/28/2019

### **Final Loan Modification Agreement**

**\*\*Any non-interest bearing unpaid principal balance that was previously deferred has been added to the interest bearing unpaid principal balance and taken into consideration when calculating current Loan Modification terms.**

#### **IV. ADDITIONAL AGREEMENTS AND LEGAL NOTICES**

**1. You agree to the following:**

A. You will be in default if you do not comply with the terms of the Loan Documents, as modified by this Agreement.

B. By accepting this Loan Modification your credit score may be adversely affected. The impact of a permanent modification on a credit score depends on your entire credit profile. For more information, please visit: <http://www.ftc.gov/bcp/edu/pubs/consumer/credit/cre24.shtm>.

C. The modified interest rate and principal and interest portion of your modified payment will remain fixed until the original Maturity Date of your loan.

D. If you still owe any amounts under the Loan Documents due to any applicable Deferment and/or increase in the amortization period, you will be responsible to pay those amounts as a Balloon Payment.

E. That all persons who signed the Loan Documents or their authorized representative(s) have signed this Agreement, unless (i) a borrower or co-borrower is deceased; (ii) the borrower and co-borrower are divorced and the property has been transferred to one spouse in the divorce decree, the spouse who no longer has an interest in the property need not sign this Agreement (although the non-signing spouse may continue to be held liable for the obligation under the Loan Documents); or (iii) the Lender has waived this requirement in writing.

F. Any fees and/or expenses incurred in connection with servicing your loan that may be legally charged to your account, but have not been charged to your account as of the Modification Effective Date, may be charged to your account at a later date and shall be your responsibility to pay in full. For example, if your loan is in foreclosure there may be foreclosure fees and costs that have been incurred but not yet assessed to your account as of the Modification Effective Date; you will remain liable for any such costs, fees and/or expenses.

G. That this Agreement shall supersede the terms of any modification, forbearance, trial period plan or other workout plan that you previously entered into with Lender or any prior lender.

H. To comply, except to the extent that they are modified by this Agreement, with all covenants, agreements, and requirements of Loan Documents including your agreement to make all payments of taxes, insurance premiums, assessments, Escrow Items, impounds, and all other payments, the amount of which may change periodically over the term of your Loan.

I. That this Agreement constitutes notice that the Lender's waiver as to payment of Escrow Items, if any, has been revoked, and you have been advised of the amount needed to fully fund your escrow account.

J. That the Loan Documents as modified by this Agreement are duly valid, binding agreements, enforceable in accordance with their terms and are hereby reaffirmed.

K. That all terms and provisions of the Loan Documents, except as expressly modified by this Agreement, remain in full force and effect; nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Documents; and that except as otherwise specifically provided in, and as expressly modified by, this Agreement, the Lender and you will be bound by, and will comply with, all of the terms and conditions of the Loan Documents.



MORTGAGE SERVICES, LLC

P.O. Box 3010 | Anaheim, CA 92803

**Final Loan Modification Agreement**

L. That, as of the Modification Effective Date, if any provision in the Note or in any addendum or amendment to the Note allowed for the assessment of a penalty for full or partial prepayment of the Note, such provision is null and void.

M. That, as of the Modification Effective Date, notwithstanding any other provision of the Loan Documents, if all or any part of the Property or any interest in it is sold or transferred without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Mortgage. Lender shall not exercise this option if state or federal law, rules or regulations prohibit the exercise of such option as of the date of such sale or transfer. If Lender exercises this option, Lender shall give you notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which you must pay all sums secured by the Mortgage. If you fail to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Mortgage without further notice or demand on you.

N. That, as of the Modification Effective Date, you understand that the Lender will only allow the transfer and assumption of the Loan, including this Agreement, to a transferee of your property as permitted under the Garn St. Germain Act, 12 U.S.C. Section 1701j-3. A buyer or transferee of the Property will not be permitted, under any other circumstance, to assume the Loan. Except as noted herein, this Agreement may not be assigned to, or assumed by, a buyer or transferee of the Property.

O. You understand that you are not required to waive or release any claims and/or defenses in connection with this Agreement

P. That you will cooperate fully with Lender in obtaining any title endorsement(s), or similar title insurance product(s), and/or subordination agreement(s) that are necessary or required by the Lender's procedures to ensure that the modified mortgage Loan is in first lien position and/or is fully enforceable upon modification and that if, under any circumstance and notwithstanding anything else to the contrary in this Agreement, the Lender does not receive such title endorsement(s), title insurance product(s) and/or subordination agreement(s), then the terms of this Agreement will not become effective on the Modification Effective Date and the Agreement will be null and void.

Q. That you will execute such other documents as may be reasonably necessary to either (i.) consummate the terms and conditions of this Agreement; or (ii.) correct the terms and conditions of this Agreement if an error is detected after execution of this Agreement. You understand that either a corrected Agreement or a letter agreement containing the correction will be provided to you for your signature. At Lender's option, this Agreement will be void and of no legal effect upon notice of such error. If you elect not to sign any such corrective documentation, the terms of the original Loan Documents shall continue in full force and effect, such terms will not be modified by this Agreement.

R. Mortgage Electronic Registration Systems, Inc. ("MERS") is a separate corporation organized and existing under the laws of Delaware and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, (888) 679-MERS. In cases where the loan has been registered with MERS who has only legal title to the interests granted by the borrower in the mortgage and who is acting solely as nominee for Lender and Lender's successors and assigns, MERS has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling the mortgage loan.

S. That if any document related to the Loan Documents and/or this Agreement is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the Loan as modified, or is otherwise missing, you will comply with the Lender's request to execute, acknowledge, initial and deliver to the Lender any documentation the Lender deems necessary. All documents the Lender requests of you under this Section shall be referred to as "Documents." You agree to deliver the Documents within ten (10) days after you receive the Lender's written request for such replacement.



P.O. Box 3010 | Anaheim, CA 92803

Loan Number: 7000197989

Notice Date: 10/28/2019

**Final Loan Modification Agreement**

T. That the mortgage insurance premiums on your Loan, if applicable, may increase as a result of the capitalization which will result in a higher total monthly payment. Furthermore, the date on which you may request cancellation of mortgage insurance may change as a result of the New Principal Balance.

U. If you are currently subject to the protections of any automatic stay in bankruptcy, or have obtained a discharge in bankruptcy proceeding, nothing in this Agreement or any other document executed in connection with this Agreement shall be construed as an attempt by CMS to impose personal liability under the Note and Deed of Trust/Mortgage. Pursuant to 11 U.S.C. Section 524(j), and in the ordinary course of business between the Lender and you, this Agreement is entered into in order to seek or obtain periodic payments associated with a valid security interest in lieu of pursuit of in rem relief to enforce the lien. This Agreement does not revive your personal liability under the Note and Deed of Trust/Mortgage, nor is it an attempt to collect, recover or offset any such debt as a personal liability of Borrower under the Note and Deed of Trust/Mortgage. The Lender does, however, retain the right, despite the discharge, to enforce its security interest against the Subject Real Property by foreclosing in the event of a future default.

In Witness Whereof, the Lender and you have executed this Agreement.

CARRINGTON MORTGAGE SERVICES, LLC As servicer and duly authorized agent for  
WILMINGTON SAVINGS FUND SOCIETY, FSB, AS TRUSTEE OF STANWICH MORTGAGE LOAN TRUST A

By: \_\_\_\_\_  
As Attorney in Fact

\_\_\_\_\_  
Date

Pamela Sue Hill  
PAMELA SUE HILL

12-04-2019  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_[Space Below This Line For Acknowledgement]\_\_\_\_\_



P.O. Box 3010  
Anaheim, CA 92803

Date: 10/28/19

Loan Number: 7000197989

## **LOAN MODIFICATION AGREEMENT BALLOON PAYMENT DISCLOSURE**

*Notice: Read Before Signing Your Loan Documents*

Property Address: 10956 RICHMOND TAPPAHANNOCK HW SAINT STEPHENS CHURCH VA 23148

The Loan Modification Agreement ("Agreement") provides for Term Extension (as defined below) and/or deferral of a portion of the principal balance of your Note.

The modified principal balance of your Note will be \$83,914.74 (the "New Principal Balance") of which \$0.00 shall be deferred (the "Total Deferred Principal Balance"). If your loan was previously modified, this Total Deferred Principal Balance includes prior deferment in the amount of \$0.00 plus the New Deferred Principal Balance in the amount of \$0.00. You will not be required to pay interest or make monthly payments on the Total Deferred Principal Balance. The New Principal Balance minus the Total Deferred Principal Balance shall be referred to as the "Interest Bearing Principal Balance" and this amount is \$83,914.74. Interest at the rate of 3.75000% will begin to accrue on the Interest Bearing Principal Balance as of 11/01/2019.

This Agreement provides for 258 monthly payments of principal and interest, with the initial monthly payment in the amount of \$447.15. This monthly payment is calculated using a 283-month amortization period from the effective date of this Loan Modification (referred to herein as "Term Extension") while the modified principal balance of your Note and all accrued and unpaid interest must be paid in full no later than the Maturity Date of your original Note. Assuming that all of the monthly payments have been paid exactly on the date that each payment is due, a final balloon payment of the then-outstanding Interest Bearing Principal Balance plus all accrued interest remaining unpaid plus the Total Deferred Principal Balance, which is a total sum of approximately \$10,736.41 shall become due and payable on 05/01/2041 (the "Maturity Date").

The amount of Total Deferred Principal Balance and any other amounts still owed under your Loan Documents will result in a balloon payment fully due and payable upon the earliest of: (i) the date you sell the property securing the Mortgage, (ii) the date you refinance the loan, (iii) the date the entire loan is paid in full, or (iv) the Maturity Date.

If you make a partial prepayment of principal, the Lender may apply that partial prepayment first to the Total Deferred Principal Balance before applying such partial prepayment to the Interest Bearing Principal Balance or any other amounts due.

### **DO NOT SIGN ANY LOAN DOCUMENTS IF YOU HAVE ANY OUTSTANDING QUESTIONS ABOUT YOUR LOAN PAYMENTS OR THIS BALLOON PAYMENT DISCLOSURE**

THIS LOAN IS PAYABLE IN FULL AT MATURITY OR EARLIER IF ANY ONE OF THE EVENTS DESCRIBED ABOVE OCCURS. YOU MUST REPAY THE ENTIRE INTEREST BEARING PRINCIPAL BALANCE PLUS ALL ACCRUED AND UNPAID INTEREST THEN DUE PLUS THE TOTAL DEFERRED PRINCIPAL BALANCE, UNLESS OTHERWISE EXPRESSLY DISCLOSED IN THE AGREEMENT, THE LENDER IN THIS TRANSACTION IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER WITH WHOM YOU HAVE THIS LOAN, WHO IS WILLING TO LEND YOU THE MONEY. IF THIS LENDER, OR ANY OTHER LENDER, AGREES TO REFINANCE THIS LOAN, YOU MAY BE REQUIRED TO PAY THE THEN-PREVAILING INTEREST RATE, WHICH MAY BE HIGHER OR LOWER THAN THE INTEREST RATE SPECIFIED IN THE AGREEMENT. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN, EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.



P.O. Box 3010  
Anaheim, CA 92803

Loan Number: 7000197989

**ACKNOWLEDGEMENT (ALL BORROWERS MUST SIGN AND DATE):**

I/We have read and hereby acknowledge receipt of the above notice concerning the balloon payment provisions of the Agreement.

I/We will execute such other documents as may be reasonably necessary to correct the terms and conditions of this Disclosure if an error is detected after execution of this Disclosure. I/We understand that a corrected Disclosure will be provided to me/us for my/our signature. At Lender's option, this Disclosure will be void and of no legal effect upon notice of such error. If I/we elect not to sign a corrected Disclosure, the terms of the Agreement shall continue in full force and effect, such terms will not be modified by this Disclosure.

Pamela Sue Hill (Date) 12-04-2019  
PAMELA SUE HILL

\_\_\_\_ (Date) \_\_\_\_\_



**CARRINGTON**  
MORTGAGE SERVICES, LLC  
NMLS ID #2689

P.O. Box 5001  
Westfield, IN 46074  
(800) 561-4567

Date: 10/28/19

PAMELA SUE HILL  
10956 RICHMOND TAPPAHANNOCK HWY  
SAINT STEPHENS CHURCH VA 23148

RE: Loan Number: 7000197989

Dear Mortgagor(s)

Carrington Mortgage Services, LLC ("we", "us" or "CMS") offers the option to automatically make your mortgage payments each month by having us debit an account you designate on the eligible day(s) you choose ("Automatic Payment"). An Automatic Payment is a convenient, economical and efficient way to make your monthly mortgage payment. We do not charge a fee for this service. Please see the enclosed authorization form, which includes Automatic Payment Terms and Conditions, for details regarding this service.

If you wish to enroll in Automatic Payments, you will need an eligible account that allows recurring ACH debits. Automatic Payments are not available without a routing number and debit accounts are not accepted by CMS. Check with your bank for the terms governing your accounts.

CMS will need the following to establish your Automatic Payments:

1. Complete the authorization form included with this letter with your **checking or savings account information**.
1. **Sign the authorization form.** The names on the Note must match the names on the debiting bank account.
3. Mail either the original or scanned copy of the required documents to the following address or fax to (800) 486-5134:

Carrington Mortgage Services, LLC  
P.O. Box 5001  
Westfield, IN 46074

Once we have received and processed your information, we will send a confirmation letter advising you of your first Automatic Payment date. You may also complete this process electronically on our website at <https://carringtonms.com> by logging in and visiting the 'Automatic Payments' page.

**AFTER YOU ENROLL, YOU WILL NEED TO CONTINUE TO MAKE YOUR MONTHLY MORTGAGE PAYMENTS UNTIL YOU RECEIVE WRITTEN CONFIRMATION FROM US OF YOUR FIRST AUTOMATIC PAYMENT DATE.**

You may cancel or stop payment on Automatic Payments by giving written or verbal notice to CMS. Your cancellation will become effective for the next payment scheduled at least three (3) business days after the date you provide notice. If you cancel Automatic Payments less than three business days before scheduled payment, it will not be effective until the following scheduled payment. After you cancel, you will need to make other arrangements for making your monthly payment.

CS392





Loan Number: 7000197989

**Carrington Mortgage Services, LLC (CMS)**  
**Name Affidavit**

Dear Mortgagor(s):

Carrington Mortgage Services, LLC (CMS) requires that you complete this Name Affidavit if your name has been changed since the origination of your mortgage loan and/or does not match the name as it appears directly below and within the enclosed Documents.

**A Name Affidavit is also referred to as:**

Also Known As Certificate / AKA Statement - To show variations of your name used to execute other documents  
Now Known As Certificate / NKA Statement - To show a change in name due to marriage and/or divorce

**PAMELA SUE HILL**

Pamela Sue Hill  
Signature

THIS IS TO CERTIFY THAT MY/OUR LEGAL SIGNATURE(S) IS/ARE AS WRITTEN AND TYPED BELOW.  
This signature must exactly match signatures on all Documents.

I, **PAMELA SUE HILL**, certify that I am also known as:

\_\_\_\_\_  
Print Name (Variation)

\_\_\_\_\_  
Sample Signature (Variation)

\_\_\_\_\_  
Print Name (Variation)

\_\_\_\_\_  
Sample Signature (Variation)